IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JAIPUR BENCH, JAIPUR

ORDER

S.B.CIVIL WRIT PETITION NO.2855/2000.

Prabhu Dayal.

VERSUS

The Alwar Cooperative Land Development Bank Ltd. & Anr.

29.11.2006.

HON'BLE MR.JUSTICE DALIP SINGH

Mr.Shiv Lal Verma, for the petitioner.
Mr.V.K.Sharma]
Mr.R.D.Sharma] for the respondents.

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This writ petition was filed by the petitioner challenging the demand notice and the action of the respondents for putting the truck of the petitioner to auction for realization of the amount of loan advanced to the petitioner for the purchase of the truck.

The submission of the learned counsel for the petitioner is that the vehicle met with an accident and in spite of the fact that the truck was insured, the insurance company did not make the payment, as claimed, of Rs.1,17,281/- but only made an offer of payment of Rs.23,774/-, as such, the petitioner suffered great financial loss and, therefore, could not deposit the installments.

On the basis of the above, the petitioner has prayed that auction notice and the demand against the petitioner may be quashed.

So far as the above submission of the learned counsel for the petitioner is concerned, that is a matter which may be decided by means of settlement with the respondent-Bank but no direction can be issued in the writ jurisdiction. In case, the petitioner approaches the respondent-Bank with any scheme for settlement, the respondent-Bank shall consider the same and pass appropriate orders in accordance with law.

So far the dispute with regard to non-payment of the claimed amount by the Insurer of the truck is concerned, the petitioner is free to take resort of the remedy under the general law. No relief in that regard can be granted in writ jurisdiction under Article 226 of the Constitution of India.

Subject to the above, the writ petition as well as the stay application stand disposed of.

(DALIP SINGH),J.

Solanki DS, Jr.P.A.